

Hempfield School **District**

Bid Specification

Liquid Propane Gas (LPG) Commodity & Delivery Services

2019-20, 2020-21 and 2021-22

HEMPFIELD SCHOOL DISTRICT

Administration Offices

200 Church St.

Landisville, PA 17538

Bids

The Hempfield School District invites qualified Vendors to submit proposals for: **“LIQUID PROPANE GAS (LPG) COMMODITY & DELIVERY SERVICES”**

SUBMISSION OF Bid’s

The Vendor shall submit two (2) signed copies (1 original and 1 photocopy) of the completed Bids in a sealed envelope clearly marked **“LPG SERVICES Bids”**.

Bids are due by 1:00 p.m. – Tuesday, March 26th

Mail or deliver Bid to the following address:

**Daniel L. Forry, PRSBA
Chief Operating Officer
Hempfield School District
Administration Offices
200 Church St.
Landisville, PA 17538**

TENTATIVE BID TIME SCHEDULE

Review of Bid's—March 26, 2019
School Review of Bids – April 2, 2019
Agreement Awarded by Board—April 9, 2019
Contract Approved – April 10, 2019

The Hempfield School District Board of School Directors solicits sealed Bids for Liquid Propane Gas (LPG) Commodity & Delivery Services in accordance with the following conditions and specifications:

1. Sealed Bid's for furnishing the Hempfield School District with Liquid Propane Gas (LPG) Commodity & Delivery Services shall be in the hands of Mr. Daniel L. Forry, PCSBA, Chief Operating Officer, Administration Offices, 200 Church St., Landisville, PA 17538 on or before 1:00 p.m., Tuesday, March 26th and plainly marked on the envelope "**LPG SERVICES Bid**".
2. The Hempfield School Board reserves the right to waive any or all technicalities in the Bid.
3. Vendors will guarantee their Bid prices will remain firm for 30 days from the date of the Bid due date.
4. The Hempfield School Board reserves for itself the right to accept or reject any or all Bid's.
5. Failure to complete and return the enclosed Non-Collusion Affidavit with your Bid will result in disqualification.
6. Vendor agrees to adhere to the Anti-Discrimination Clause included within the contents of this Bid.
7. If there are any questions concerning the Liquid Propane Gas (LPG) Commodity & Delivery Services specifications, please e-mail Daniel L. Forry at dan_forry@hempfieldsd.org prior to the Bid due date.
8. **Please be advised the Hempfield School District's School Board will award the contract to the lowest responsible bidder submitting a complete and responsive bid.**

**REQUEST FOR PROPOSAL (BID) FOR LIQUID PROPANE GAS (LPG)
COMMODITY & DELIVERY SERVICES**

Document Purpose

The purpose of this BID is to provide interested Vendors with sufficient information to enable them to prepare and to submit bids for consideration by the Hempfield School District for LPG services for the school district's fiscal years of: 2019-20, 2020-21 and/ 2021-22 (this will be three year contract with same bidder). The District's fiscal year runs from July 1 to June 30.

Hempfield School District Contact

The point of contact with the Hempfield School District is Daniel L. Forry, PRSBA, Chief Operating Officer.

Incurred BID Costs

The Hempfield School District is not liable for any cost incurred by any Vendors prior to the selection and issuance of an agreement or contract.

Response Date for BID's

In order to be considered for selection, Vendor proposals for LPG services must be received in a sealed envelope clearly marked "**LPG SERVICES BID**" no later than **1:00 PM at the Hempfield School District, Administration Offices, 200 Church St., Landisville, PA 17538 on Tuesday, March 26, 2019**. There will be a formal Bid opening at that time by the District.

Acceptance by the Hempfield School District

The Hempfield School District Board of School Directors will consider the approval of a Vendor (after the recommendation of the Administration) at a regularly scheduled Board meeting following the due date of bids.

Cost and Pricing Data

All pricing must be held for 30 days. The Hempfield School District reserves the right to negotiate and to finalize any terms and conditions with the selected Vendor for the requested LPG Services. Proposals must be submitted for the various types of pricing options specified by the Hempfield School District.

Information Requested

In order to facilitate the Hempfield School District's selection of a Vendor, the following information should be provided to the District:

1. List of current or previous contracts of similar size as specified in this proposal.
2. Location of the Vendor to the Student Transportation of America (STA), Inc. bus terminal.
3. Response time of the Vendor to the STA bus terminal in the event of an emergency or a required repair that could disrupt service.

4. Ability of a Vendor to assist the District with emergency re-fueling of vehicles directly from a fuel truck or through other available means in the event of a break down or loss of power at the STA bus terminal.
5. Costs quoted by the Vendor to perform the specified LPG (commodity, storage, and delivery) services.
6. Any type of penalty per gallon to be charged to the District by the Vendor for either purchasing less than the 225,000 gallons of LPG per year.

HEMPFIELD SCHOOL DISTRICT

Liquid Propane Gas (LPG) Fuel Bid Specifications

The Hempfield School District (District) is seeking a qualified fuel supplier/vendor/contractor for the District's Liquid Propane Gas (LPG) fuel contracted fleet through Student Transportation of America (STA), Inc. of **approximately 100** 2014 Blue Bird LPG powered vehicles. The vehicles will be fueled at the STA's contracted facility located at 3871 Old Harrisburg Pike, Mount Joy, PA 17552 in the Municipality of West Hempfield in Lancaster County. The District's total annual LPG consumption for these vehicles is estimated to be 247,000 gallons.

Fuel supply is a critical element to the District making this "green" alternative fuel program a success and seeks to contract with a qualified LPG fuel supplier to cost effectively deliver and to manage the LPG fuel supply. The LPG fuel supplier shall recommend and provide vehicle refueling options as determined to be best suited for the specific operating location and the conditions.

The District is looking for prospective LPG fuel suppliers to provide innovative pricing options for the LPG fuel at the bus terminal location.

- The qualified LPG fuel contractor's proposal should include the LPG fuel supply.
- It is the District's desire to possibly lock in the price of the LPG fuel for a three (3) year term beginning in July 2019 and ending in June 2022. **The qualified LPG fuel contractor should propose a fixed price per gallon for the LPG fuel for each of the years.**
- **The qualified LPG fuel contractor should also propose a Rack Price Option (Mt. Belvieu previous day close) in the event the district exceeds 270,000 gallons annually.**
The Rack Price Option should include any markup inclusive of delivery.

Training & Safety

- The qualified LPG fuel contractor shall supply safety training on the proper handling of the LPG fuel and the refueling of vehicles for drivers and mechanics at the terminal facility as requested by STA.
- The qualified LPG fuel contractor must provide comprehensive driver and fleet team safety and operational education which must include the following:
 - Extensive LPG fueling training.
 - Extensive safety training on vehicles.

- Presentation of Safety training certificate to fleet operators and technicians.
- Provide detailed instructions for safe LPG fueling of a motor vehicle.
- Provide detailed explanation of your organization's standard Emergency procedures for:
 - o LPG GAS LEAK PROCEDURES
 - o LPG FIRE / EXPLOSION PROCEDURES

Other Requirements

- The qualified LPG fuel contractor will be responsible for ongoing supply management, including:
 - Monitoring of LPG fuel levels and providing auto-replenish order and delivery.
 - Provide supply disruption plan and alternative fueling capability in the event of site outages or natural disaster.
 - Provide customer billing/invoicing and bulk tank inventory reconciliation reports. System must support vehicle level transaction summary.
 - The ability to provide emergency service for the fueling equipment within 2 hours of notice.
 - The ability to provide temporary remote filling of fuel should dispensing equipment be down for more than 4 hours.

Experience & Financial Strength

- The qualified LPG fuel contractor shall provide documentation of at least THREE (3) years of experience maintaining LPG fueling equipment with a reliable LPG fuel supply.
- The qualified LPG fuel contractor shall provide a list of clients with at least 100 vehicles currently running on LPG and or diesel.
- The qualified LPG fuel contractor will provide the District with sufficient documentation to satisfy the District that the qualified LPG fuel contractor has the financial strength to satisfy the requirements of the District.

Installed System owned by STA:

- One 12,000 gallon capacity tank with total available capacity of 9,600 gallons
- The tanks is installed on a skid tank frame
- The liquid pump/Corken 7 ½ hp 3 ph Auto Fuel Pump capable of 8-12 gpm at 125 psid
- Fuel management systems being used Pafd-3CR manufactured by SES

(Return this page as Page 1 of your LPG Services Bid)

Name of Vendor _____.

Address _____.

Contact Person _____.

Telephone Number _____.

FIRST, the undersigned have carefully examined the Bid for LPG Services, and in accordance with the specifications of the proposal, submit this proposal and agrees to furnish and perform the specified LPG services for the Hempfield School District for the amounts indicated below.

SECOND, the undersigned agrees to enter into a written contract to furnish such materials and services as required in the proposal specifications.

THIRD, the following quotation prices are listed as firm for a period of thirty (30) days after the due date of this request for proposal.

BID:

LPG Services & Cost per Gallon for 2019-2020 \$ _____ Fixed per gallon for 225,000 to 270,000 gallons.

2019-2020 for gallons in excess of 270,000:

Mt. Belvieu (previous day close) + \$ _____ per gallon.

LPG Services & Cost per Gallon for 2020-2021 \$ _____ Fixed per gallon for 225,000 to 270,000 gallons.

2020-2021 for gallons in excess of 270,000:

Mt. Belvieu (previous day close) + \$ _____ per gallon.

LPG Services & Cost per Gallon for 2021-2022 \$ _____ Fixed per gallon for 225,000 to 270,000 gallons.

2021-2022 for gallons in excess of 270,000:

Mt. Belvieu (previous day close) + \$ _____ per gallon.

Please describe any **penalty** per gallon to be charged to the District by the Vendor for purchasing less than 225,000 gallons of LPG.

Please provide an additional price per visit and/or per gallon for onsite fill pricing (mobile fueling from the delivery truck) and/or emergency services (if needed).

\$ _____ per visit

\$ _____ per gallon

Please attach list of comparable size current or recent contracts.

State location of terminal to be used: _____

NOTE: The Hempfield School District will not be liable and will not pay for any applicable costs not included and detailed in the Bid.

The signature below indicates agreement to meet all requirements specific in the bid.

Signature & Title _____ Date _____.

ANTI-DISCRIMINATION CLAUSE
(Section 755, Pennsylvania School Code)

1. In accordance with the provisions of the Pennsylvania School Code, the Vendor agrees:
 - a. That in the hiring of employees for the performance of work under this contract, or any subcontractor hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform work to which the employment relates;
 - b. That no Contractor, subcontractor, or any person acting on behalf, shall in any manner discriminate against or intimidate any employee hired for performance of work under this contract on account of race, creed, or color;
 - c. That there may be deducted from the amount payable to the contractor under this contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions of the contract; and,
 - d. That this contract may be canceled or terminated by the Hempfield School District, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this portion of the contract.

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this BID. According to the Pennsylvania Anti-bid Rigging Act. 73 P.S. 1611 et seq. governmental agencies may require Non-Collusion Affidavits to be submitted together with bids or RFP's.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Vendor who makes the final decision on prices and the amounts quoted in the BID.
3. Bid/BID rigging and other efforts to restraint competition, and the making of false sworn statements in connection with the submission of bids or RFP's are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Vendor with responsibilities for the preparation, approval, or submissions of the BID.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an affidavit must be submitted separately on behalf of each party.
5. The term "complementary RFP" as used in the Affidavit has the meaning commonly associated with that term in the bidding/RFP process, and includes the knowing submission of bids/RFP's higher than the bid/RFP of another Vendor, any intentionally high or noncompetitive bid/RFP, and any other form of bid/RFP submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid/RFP.

NON-COLLUSION AFFIDAVIT

BID No. LPG Services

State of _____

County of _____

I state that I am _____ of _____
(Title) (Name of Vendor)

and that I am authorized to make this affidavit on behalf of my company, and its owners, directors, and officers. I am the person responsible in my company for the price(s) and the amount of this Request For Bids (RFB).

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication, or agreement with any other Vendor.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor the approximate amount of this bid, have been disclosed to any other Vendor, and they will not be disclosed before the bid submission to the Hempfield School District.
- (3) No attempt has been made or will be made to induce any Vendor or person to refrain from submitting a bid to the Hempfield School District, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid
- (4) The bid of my company is made in good faith and not pursuant to any agreement or discussion with or inducement from, any Vendor or person to submit a complementary or other noncompetitive bid.
- (5) _____ (Name of my Company), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to submitting an bid to any public entity, except as follows:

I state that _____ (Name of my Company) understands and acknowledges that the above representations are material and important, and will be relied on by the Hempfield School District when recommending for award the agreement for which this bid is submitted. I understand and my company understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Hempfield School District of the true facts relating to the submission of BID's for this agreement.

Signature of Authorized Person

(Print Name of Authorized Person and Company Position)

Sworn to and subscribed before me this _____ day of _____, 2019

(Notary Public)

(My Commission Expires)